



Republic of the Philippines  
**CARAGA STATE UNIVERSITY**  
**CABADBARAN CITY CAMPUS**  
 T. Curato Street, Cabadbaran City 8605, Agusan del Norte

**Competence Service Uprightness**

(+63 85) 818-5583  
 URL: <http://csucc.carsu.edu.ph>  
 Email Address: [csuccofficial@gmail.com](mailto:csuccofficial@gmail.com)



OFFICE OF THE BIDS AND AWARDS COMMITTEE

**CONTRACT ON THE SUPPLY AND DELIVERY OF VARIOUS  
 ICT EQUIPMENT, PERIPHERALS AND SOFTWARE**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021 in Butuan City, Agusan del Norte, Philippines, by and between:

**CARAGA STATE UNIVERSITY**, a state university created by virtue of Republic Act No. 9854, with principal office at Ampayon, Butuan City, Agusan del Norte, Philippines, represented herein by its University President, **ANTHONY M. PENASO, Ph D.**, and hereinafter referred to as **“CSU Cabadbaran City CSUCC”**.

- and -

**COLUMBIA COMPUTER CENTER** a company duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business office address at #941 NB Building, Ochoa Avenue Butuan City, represented in this contract by **DAVID L. BARCELO**, and hereinafter referred to as the **“SUPPLIER.”**

**W I T N E S S E T H :**

**WHEREAS**, the Caraga State University advertised the Invitation to Apply for Eligibility and to Bid on the **Supply and Delivery of Various ICT Equipment, Peripherals and Software**, posted the same in the [www.csucc.carsu.edu.ph](http://www.csucc.carsu.edu.ph) website, the philGEPS and a conspicuous place at the premises of the Caraga State University continuously for 7 days;

**WHEREAS**, after the opening of the envelope on December 16, 2020, and conducted the bid evaluation on the December 17, 2020, the bid submitted by the **SUPPLIER** in the amount of **One Million One Hundred Seventy Six Thousand Two Hundred Twenty Five Pesos Only (Php 1,176,255.00.)** only in Philippine Currency was found to be the Single Calculated and Responsive Bid (SCRB);

**WHEREAS**, the Board approved on January 15, 2021 the recommendation of the Bids and Awards Committee (BAC) to award contract to winning Bidder for the **Supply and Delivery of Various ICT Equipment, Peripherals and Software**;

**WHEREAS**, the **SUPPLIER** duly accepted the award by signing its conforme on the said Notice of Award dated January 20, 2021;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements herein contained, the **CSUCC** and the **SUPPLIER** have agreed, as they do hereby agree, on the contract as follows:

**NEIL FRANCIS POCOT**  
 Sales Representative

**DAVID L. BARCELO**  
 Branch Manager

**MARILYN B. CASTILLO, ED.D.**  
 Chancellor

**ANTHONY M. PENASO, Ph.D.**  
 University President

ARTICLE I

CONTRACT DOCUMENTS

1.01 The following documents shall constitute integral parts of this Contract, as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of this Contract, or by mutual agreement in writing of both parties, to wit:

  
NEIL FRANCIS POCOT  
Sales Representative

- (a) General and Special Conditions of Contract;
- (b) Specifications;
- (c) Invitation to Bid;
- (d) Instructions to Bidders;
- (e) Bid Data Sheet;
- (f) Addenda and/or Supplemental/Bid Bulletins, if any;
- (g) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
- (h) Eligibility requirements, documents and/or statements;
- (i) Performance Security;
- (j) Credit line issued by a licensed bank, if any;
- (k) Notice of Award of Contract and the Bidder's conforme thereto;
- (l) Other contract documents that may be required by existing laws and/or the Entity.

  
DAVID L. BARCELO  
Branch Manager

1.02 The following documents shall also be made integral parts of this Contract as if their contents are incorporated, reproduced and set forth herein, and shall have the same force, effect and applicability as the documents enumerated in the immediately preceding paragraph hereof, to wit:

  
MARILYN B. CASTILLO, ED.D.  
Chancellor

- a. Duly approved Cost Estimates
- b. Certificate of Availability of Funds/Authority to Pay
- c. Abstract of Bids
- d. Resolution of the BAC Recommending Award
- e. Approval of Award by Approving Authority
- f. Other pertinent documents as may be reasonably required by existing laws and/or the CSUCC

  
ANTHONY M. PENASO, Ph.D.  
University President

1.03 All Contract documents are and shall remain as property of the CSUCC.

1.04 The words and expressions in this Contract shall have the same meanings respectively assigned to them in the Contract Documents referred to above.

ARTICLE II

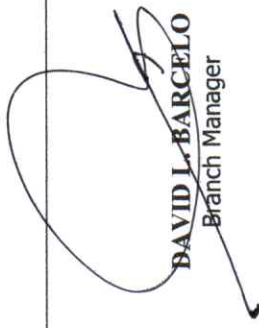
**SUPPLIER'S UNDERTAKING  
SCOPE OF WORK**

2.01 The **SUPPLIER**, in consideration of the payment to be made by the **CSUCC** to the **SUPPLIER**, as stated in the Contract Documents and this Contract, the latter hereby covenants to execute and complete the *Supply and Delivery of Various ICT Equipment, Peripherals and Software* as follows:

**A. BILL OF QUANTITIES:**

<i>1 lot Supply and Delivery of Various ICT Equipment, Peripherals and Software</i>			
<b>5 units</b>	DESKTOP COMPUTER Processor: (#of cores: 4, # of threads:4, processor base frequency: 3.0GHz) or higher; 8GB DDR4 RAM or higher; 128GB SSD + 512GB HDD or higher; 19" SCREEN or higher; WINDOWS 10 License 64bit; 2GB GRAPHICS or higher; Inclusion (VGA cable, power cord, mousepad, mouse (usb port)	DESKTOP INTEL <b>CORE i5-9400 PROCESSOR</b> , ASUS h310M-E R2.0 MOTHERBOARD; Kingston 8GB DDR4 KVR26N19S8/8 Memory for Desktop; <b>256GB SATA III SSD + 1TB HDD</b> ; <b>GT730 2GB DDR5</b> Video Card; ACER K2020HQL Abi <b>19.5" (VGA+HDMI)</b> ; Fortress Magnus Casing / 700W Power Supply; <b>USB Keyboard</b> and Mouse with Pad; Automatic Voltage Regulator; Ordinary Multimedia Speaker; <b>Windows 10 Home License</b>	<b>Php 193,715.00</b>
<b>5 units</b>	LAPTOP COMPUTER Processor: (# of cores:4, # of threads: 4, base clock: 3.0GHz) or higher; 128GB SSD + 512GB HDD M.2 or higher; 15 HD SCREEN (1366 x 768) or higher; 8GB DDR4 3200MHz RAM; Windows 10 Home 64bit License; 2GB Graphics or higher; Inclusion (mousepad, mouse (usb port), carrying bag/case: must provide with the same brand)	ACER TMP214-52G-51NP Windows 10 Home SL; Intel Core i5-10210U Processor 6M Cache, (1.6 GHz up to 4.20 GHz) 4c/8t; <b>8GB (1x8GB soDIMM), upgradeable to 32GB</b> ; Dual-channel DDR4 SDRAM support; <b>256GB m.2 PCIe NVMe SSD + 1TB 2.5-inch 5400 RPM</b> ; 14" display with IPS(In-Plane Switching) Technology, Full HD 1920x1080, high-brightness Acer ComfyView LED-backlit TFT LCD, 16:9 aspect ratio; <b>2GB NVIDIA Geforce MX230 GDDR5</b> Dedicated Graphics; Camera 720p HD audio/video recording; Super high dynamic range imaging (SHDR);	<b>Php 265,000.00</b>

  
**NEIL FRANCIS POCOT**  
Sales Representative

  
**DAVID J. BARCELO**  
Branch Manager

  
**MARILYN B. CASTILLO, ED.D.**  
Chancellor

  
**ANTHONY M. PENASO, Ph.D.**  
University President

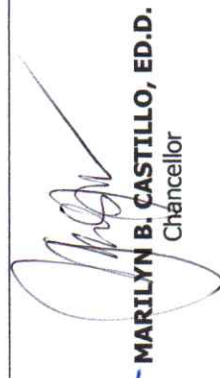
		Two built-in stereo speaker, built-in digital microphone with SD Card Reader; WLAN 802.11a/b/g/n/acR2+ax( pre-Standard) wireless LAN; WPAN Bluetooth 5.0; LAN Gigabit Ethernet 10/100/1000; 1.625kg (3.58lbs.); 328w x 235.9d x 19.9h mm (12.91x9.29x0.78 inches); USB type-C port supporting; USB 3.1 Gen 1 (up to 5Gbps); Displayport over UBS-C; USB charging 5 V; 3A; DC-in port 5 or 9 or 15 or 60V; 60 W; Acer FineTip keyboard with international language support; Multi-gesture touchpad, supporting two-finger scroll, pinch and rotate; 65W adapter, 3-cell Li-ion Battery; 3 Years Parts-3 Years Labor Only (3-3-0); <b>Carrying Case, Mouse and Pad</b>	
1 set	LAPTOP COMPUTER Processor: (# of cores: 6, # of threads: 12, processor base frequency: 4.00 GHz); Memory: 8GB DDR4 or higher, SSD: 256GB SSD + 1TB HDD or higher; OS: latest version of proprietary operating system 64-bit or higher, Media kit such as installer Disc/Recovery Disc; HDMI: 1port; USB: 3 ports; Display Monitor: 15 inches diagonal LED backlit HD or higher; Web Camera: Widescreen HD (720p) or better; Carrying Bag/Case: Must provide with the same brand; Inclusion: USB port mouse, mousepad	ACER TMP215-52G-70UG <b>Windows 10 Pro 64-bit w/ ACM; Intel Core i7-10510U</b> Processor 6M Cache, (1.8 GHz up to 4.90 GHz) 4c/8t; <b>16GB (2x8GB soDIMM), upgradeable to 32GB;</b> Dual-channel DDR4 SDRAM support; <b>512GB m.2 PCIe NVMe SSD + 1TB 2.5-inch 5400 RPM; 15.6" display</b> with IPS(In-Plane Switching) Technology, Full HD 1920x1080, Acer ComfyView LED-backlit TFT LCD; <b>2GB NVIDIA Geforce MX230 GDDR5</b> Dedicated Graphics; Camera 720p HD audio/video recording; Super high dynamic range imaging (SHDR); Two built-in stereo speaker, built-in digital microphone With SD Card Reader; WLAN 802.11a/b/g/n/acR2+ax (Pre-Standard) wireless LAN; Bluetooth 5.0; LAN Gigabit Ethernet	<b>Php 70,200.00</b>



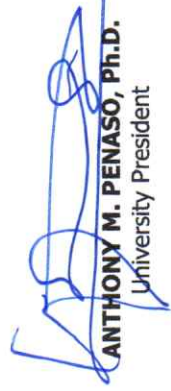
**NEIL FRANCIS POCOT**  
Sales Representative



**DAVID L. BARCELO**  
Branch Manager



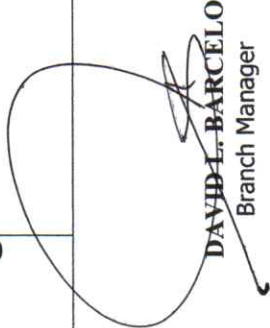
**MARILYN B. CASTILLO, ED.D.**  
Chancellor



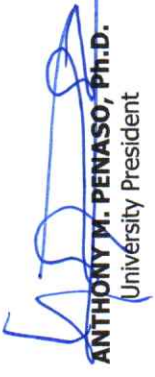
**ANTHONY M. PENASO, Ph.D.**  
University President

		10/100/1000; 1.8kg (3.97lbs.); 363w x 255d x 19.9h mm (14.291x10.04x0.78 inches); USB type-C port supporting; USB 3.1 Gen 1 (up to 5 Gbps); Displayport over UBS-C; USB charging 5 V; 3A; DC-in port 5 or 9 or 15 or 60V; 60 W; Three USB 3.1 Gen1 ports with one featuring power-off USB charging; SD Card Reader; Acer FineTip keyboard with international language support; Multi-gesture touchpad, supporting two-finger scroll, pinch and rotate; 65W adapter, 48 Wh 3-cell Li-ion Battery; Up to 11.5 battery life; 3 Years Parts-3 Years Labor Only (3-3-0); Carrying Case, Mouse and Pad	
6 units	LAPTOP COMPUTER Processor: (# of cores: 6, # of threads: 12, processor base clock: 3.7GHz) or higher; 8GB DDR4-RAM or higher; 512GB SSD or higher; 15" HD SCREEN (1366 x 768); WINDOWS 10 HOME 64 bit; 2GB Graphics; Inclusion (mousepad, mouse (usb port), Carrying Bag/Case: Must provide with the same brand)	ACER TMP215-52G-70UG <b>Windows 10 Pro 64-bit w/ ACM; Intel Core i7-10510U</b> Processor 6M Cache, (1.8 GHz up to 4.90 GHz) 4c/8t; <b>16GB (2x8GB soDIMM), upgradeable to 32GB;</b> Dual-channel DDR4 SDRAM support; <b>512GB m.2 PCIe NVMe SSD + 1TB 2.5-inch 5400 RPM; 15.6" display</b> with IPS(In-Plane Switching) Technology, Full HD 1920x1080, Acer ComfyView LED-backlit TFT LCD; <b>2GB NVIDIA Geforce MX230 GDDR5</b> Dedicated Graphics; Camera 720p HD audio/video recording; Super high dynamic range imaging (SHDR); Two built-in stereo speaker, built-in digital microphone With SD Card Reader; WLAN 802.11a/b/g/n/acR2+ax (Pre-Standard) wireless LAN; Bluetooth 5.0; LAN Gigabit Ethernet 10/100/1000; 1.8kg (3.97lbs.); 363w x 255d x 19.9h mm	Php 421,200.00

  
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Branch Manager

  
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University President

		(14.291x10.04x0.78 inches); USB type-C port supporting; USB 3.1 Gen 1 (up to 5 Gbps); Displayport over UBS-C; USB charging 5 V; 3A; DC-in port 5 or 9 or 15 or 60V; 60 W; Three USB 3.1 Gen1 ports with one featuring power-off USB charging; SD Card Reader; Acer FineTip keyboard with international language support; Multi-gesture touchpad, supporting two-finger scroll, pinch and rotate; 65W adapter, 48 Wh 3-cell Li-ion Battery; Up to 11.5 battery life; 3 Years Parts-3 Years Labor Only (3-3-0); Carrying Case, Mouse and Pad	
2 units	4 Bay Lithium Battery Charger for 9V	9V 4 Slot Charger 9V NiMH Lithium Iron	<b>Php 8,692.00</b>
7 pieces	HDMI cable 10M, rubber coated port	HDMI Cable 10M Rubber coated port	<b>Php 8,400.00</b>
4 units	Webcam, Image sensor: 1080p FULL-HD Sensor, Video Resolution: Up to 2 megapixel, Frame Rate: 30 fps, View Angle: 60, ComputerInterface: USB 2.0, Microphone: Built-in, Dust Free: plug and play video	Webcam: Logitech Webcam C930e Webcam, Image sensor: <b>1080p FULL-HD Sensor</b> , Video Resolution: Up to 2 megapixel, Frame Rate: 30 fps, View Angle: 60, ComputerInterface: USB 2.0, Microphone: Built-in, Dust Free: plug and play video	<b>Php 33,552.00</b>
4 units	Headset Superio Sound Quality-Omniderictional Noise-Cancelling Mic.	Headset: Logitech USB Headset H650e	<b>Php 19,600.00</b>
1 piece	SD Card 64GB	SD Sandisk CARD 64 GB	<b>Php 1,200.00</b>
1 unit	Switch - 24 Port Gigabit L2 Managed Switch, 24 10/100/1000Mbps ports, 4 Gigabit SFP Slots, RJ45/Micro-USB Console Port, 1U 19-inch Rack-mountable Steel Case, Static Routing, 802.1Q VLAN, 802.1x Radius/Tacacs+ Authentication, LACP, CLI, SNMP, Dual image/Configuration, IPv6	24 PORTS L2 MANAGED Switch: TPLINK T2600G-285Q; JetStream 24-Port Gigabit SFP L2 Managed Switch with 4 10G SFP+ Slots PORT: 24x Gigabit SFP Slots, 4x Combo Gigabit RJ45 Ports, 4x 10G SFP+ Slots, RJ45/Micro-USB Console SPEC: 1U 19-inch Rack-mountable Steel Case FEATURE: SStatic Routing, OAM, sFlow, DDM, 802.1Q VLAN, QinQ, STP/RSTP/MSTP,	<b>Php 35,000.00</b>

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University President

		IGMP Snooping 802.1p/DSCP QoS, ACL, 802.1x, Radius/Tacacs+ Authentication, LACP, CLI, SNMP, Dual Image/Configuration, IPv6	
5 units	Network Cable Tester - RJ45 CAT5 CAT6 LAN Patch Cable Detector Testing for PC, Power: 25MA, Size 10.5x10.5x2.6mm	Network Cable Lan Tester with Free 9v Battery and Black Pouch High Quality	<b>Php 2,250.00</b>
1 unit	1TB USB 3.0 Portable External Hard Drive, Super Fast Transfers with Warranty	SEAGATE 1TB (BLACK) EXT. HDD	<b>Php 3,300.00</b>
2 units	DOCUMENT SCANNER, Desktop Type Sheet Fed Scanner, CMOS CIS 1 Line Sensor, 600 dpi, High Speed USB 2.0, AC100-240V (50/60Hz), Black and White, 25 ppm/50ipm Colour, Approx. 1,500 Scans/Day	Canon imageFormula DR-C225 Document Scanner DOCUMENT SCANNER, Desktop Type Sheet Fed Scanner, CMOS CIS 1 Line Sensor, 600 dpi, High Speed USB 2.0, AC100-240V (50/60Hz), Black and White, 25 ppm/50ipm Colour, Approx. 1,500 Scans/Day	<b>Php 68,996.00</b>
5 units	Wireless Dual band USB Adapter (AC 600)	Wireless Dual Band USB Adapter (A600) <b>TPLINK Archer T2U Plus</b> ; AC600 High Gain Wi-Fi Dual Band USB Adapter SPEED: 433Mbps at 5 GHz + 200 Mbps at 2.4 GHz SPEC: 1x High Gian External Antenna, USB 2.0	<b>Php 4,750.00</b>
8 bundle s	Internet Security AntiVirus 2020 in CD, Blocks viruses, crypto lockers, attacks & more Prevents online trackers collecting your data* Detects spyware hiding on your Android device Protects Payments, with bank- grade encryption* Blocks unauthorized access to your webcam* Encrypts data you send & receive online -- VPN**	<b>Internet Security Antivirus 2021</b> Kaspersky Internet Security 2021: Your online activity & privacy covered. Protect your browsing, shopping, chats & data across your PC, Mac & Android devices. Get award- winning antivirus plus a range of tools built to guard your private life and identity. (2years licensed)	<b>Php 8,400.00</b>
1 yr. subs	Video, Photo, Audio Editing, image Creation and Graphi Design Software; Software that provides many image editing features for raster	Software Video Editing Photo Image Creation and Graphi: 65272452BB01A12 ADOBE Creative Cloud for teams All Apps 1	<b>Php 32,000.00</b>

**NEIL FRANCIS POGOT**  
Sales Representative

**DAVID L. BARCELO**  
Branch Manager

**MARILYN B. CASTILLO, ED.D.**  
Chancellor

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University President

	(pixel-based) images as well as vector graphics. It uses a layer-based editing system that enables image creation and altering with multiple overlays that support transparency. layers can also act as masks or filters, altering underlying colors.	user educ 1 yr; Note: <b>Paper license only</b> no media kit online download	
1 bundle	2D/3D modeling Computer Program for a wide range of drawing applications such as architectural design, interior design, landscape architecture, civil and mechanical engineering	3 Months Subscription: 2D/3D modeling Computer program for a wide range of drawing application. Note: <b>FREE for Academe registered to Autodesk Website</b>	<b>Free</b>
1 bundle	Computer Software that can assist in the creation, modification, optimization of a design and can create both 2D and 3D drawings	1 Year Subscription: Computer Software that can assist in the creation: <b>Note FREE for Academe registered to Autodesk website</b>	<b>Free</b>

TOTAL AMOUNT OF BID (including VAT) - **(Php 1,176,255.00)**

In words: **ONE MILLION ONE HUNDRED SEVENTY SIX THOUSAND TWO HUNDRED FIFTY FIVE PESOS ONLY**

- 2.02 The **SUPPLIER** agrees to supply and deliver the said university, for and defined in this Contract within seventy five (75) calendar days from receipt of Notice to Proceed at its sole cost and expense, and to fully and faithfully furnish all materials, tools, labor supplies, equipment, services and superintendence for the implementation of this Contract in accordance with the schedule in the Contract Documents forming integral parts of this Contract.
- 2.03 Subject to the provision of the preceding paragraph, where the contractor has acknowledged the receipt of the Notice to Proceed but fails to deliver the required good(s), he shall be extended a maximum of fifteen (15) calendar days under liquidated damages to make good his delivery. Thereafter, if the Contractor has not completed the delivery required within the extended period, the subject contract will be cancelled or rescinded.
- 2.04 The **SUPPLIER** recognizes the position of trust and confidence reposed in it under this Contract, and agrees to perform its obligations hereunder in the most efficient and competent manner, use its skill and good judgment, always set in good faith, and carry out on the execution of this Contract in the most sound, expeditious and economical manner consistent with the interest of the **CSUCC**.
- 2.05 The **SUPPLIER** shall, prior to the signing/approval of this Contract, submit to **CSUCC** a bank guarantee, credit line, or cash deposit certificate as retention money issued by a bank duly authorized/licensed by the Bangko Sentral ng Pilipinas in an amount equal to ten percent (10%) of the approved budget for the contract.

**NEIL FRANCIS POCOT**  
Sales Representative

**DAVID L. BARCELO**  
Branch Manager

**MARILYN B. CASTILLO, ED.D.**  
Chancellor

**ANTHONY M. PENASO, Ph.D.**  
University President



ARTICLE III

CONSIDERATION

3.01 For and in consideration of the full, satisfactory and faithful performance by the **SUPPLIER** of all its undertakings defined in and provided for under this Contract and Contract Documents, **CSUCC** agrees to pay the **SUPPLIER** the total amount of **ONE MILLION ONE HUNDRED SEVENTY SIX THOUSAND TWO HUNDRED FIFTY FIVE PESOS ONLY IN Philippine Currency (Php1,176,255.00)**, Philippine Currency; inclusive of all taxes as full compensation for everything furnished and done by the **SUPPLIER** under this Contract, including all works required but not specifically mentioned, and also for all losses and damages to the **SUPPLIER** arising out of the work aforesaid, from the action of the elements, or from any obstruction or difficulty encountered in the prosecution of this Contract, for all expenses incurred by or in consequence of the suspension or discontinuance of the contract herein specified and for faithfully completing the contract and the whole thereof, at the time and in the manner provided in the Contract Documents.

  
**NEIL FRANCIS POCOT**  
Sales Representative

It is agreed and understood that all unit prices specified in this contract shall be considered as fixed prices, and therefore not subject to price escalation during the contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB). Any request for price escalation under extraordinary circumstances shall be submitted by **CSUCC** to the National Economic and Development Authority (NEDA). Extraordinary circumstances shall refer to events that may be determined by the NEDA in accordance with the Civil Code of the Philippines and upon recommendation of the **CSUCC**.

  
**DAVID L. BARCELO**  
Branch Manager

3.02 Payment of the consideration herein above-mentioned shall be upon the **delivery** for and defined, and fulfillment by the **SUPPLIER** of all the terms and conditions set forth in this contract, and its final acceptance thereof as certified by **Caraga State University Cabadbaran Campus (CSUCC)**. No payment shall be construed to be an acceptance of a defective items.

  
**MARILYN B. CASTILLO, ED.D.**  
Chancellor

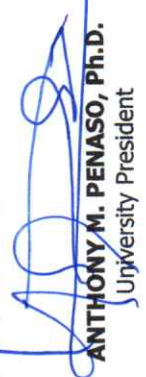
3.03 Any payment due and payable to the **SUPPLIER** shall be set off against liquidated damages and payable to **CSUCC** by the **SUPPLIER** under this Contract.

3.04 All payments shall be subject to existing government accounting and auditing rules and regulations.

ARTICLE IV

PERFORMANCE SECURITY

4.01 To guarantee the faithful performance of the **SUPPLIER** under this Contract, it shall post upon the signing of the Contract a performance security in the form of cash, manager's check, cashier's check, bank draft/guarantee, irrevocable letter of credit issued by a reputable commercial bank, surety bond, callable on demand, issued by any reputable surety or insurance company duly certified by the Office of the Insurance Commission that the issuer is

  
**ANTHONY M. PENASO, Ph.D.**  
University President

authorized to issue such security, and acceptable to **CSUCC**, or a combination thereof as may be required by **CSUCC**, in accordance with the following schedule:

- a. cash, manager's check, cashier's check, irrevocable letter of credit or bank draft- five percent (5%) of the total contract price
  - b. bank guarantee - five percent (5%) of the total contract price
  - c. surety bond - thirty percent (30%) of the total contract price
  - d. any combination of the foregoing –proportionate to share of form with respect to total amount of security
- 4.02 This performance security shall be posted in favor of **CSUCC**, and shall be forfeited in favor of **CSUCC** in the event it is established that the **SUPPLIER** is in default in any of its obligations under this Contract.
- 4.03 In the execution of the performance security, the following conditions shall be complied with:
- a. It shall be executed in accordance with the form prescribed in the Section 4.01 hereof
  - b. It shall be at least co-terminus with the final completion of the project.
  - c. The following provisions shall form part of the performance security:  
"The right to institute action on the penal bond pursuant to Act No. 3688 of any individual firm, partnership, corporation and association supplying the **SUPPLIER** with labor and material for the prosecution of the work is hereby acknowledged and confirmed."
- 4.04 Subject to the conditions of the Contract, the performance security may be released by **CSUCC** after the issuance of the Certificate of Acceptance of the project, provided that there are no claims for defective units filed against the contractor or the surety company.
- 4.05 Should any surety upon the bond for the performance of this Contract become unacceptable to **CSUCC**, the **SUPPLIER** shall promptly furnish such replacement security as may be required from time to time up to the sum equal to the amount of the original surety.

#### ARTICLE V

#### COMPLETION TIME; LIQUIDATED DAMAGES

- 5.01 The **SUPPLIER** agrees and obligates itself to supply and deliver defined for in this Contract within seventy five (75) CALENDAR DAYS (including Sundays and Holidays), from the date of receipt of the Notice to Proceed issued by **CSUCC**. Notice to Proceed shall be issued after this Contract has been signed by the parties hereof.
- 5.02 Time is of the essence of this Contract. Should the **SUPPLIER** refuse or fail to satisfactorily supply and delivery of ICT Equipment , Peripherals and Software for the **Caraga State University Cabadbaran Campus (CSUCC)**

NEIL FRANCIS POCOT  
Sales Representative

DAVID L. BARCELO  
Branch Manager

MARILYN B. CASTILLO, ED.D.  
Chancellor

ANTHONY M. PENASO, Ph.D.  
University President

for and defined in this Contact within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the **SUPPLIER** shall pay **CSUCC** for liquidated damages, and not by way of penalty, an amount equivalent to one-tenth of one percent (0.1%) of the cost for every day of delay (Sundays and Holidays included), until the delivery of ICT Equipment and Appurtenances are supplied and accepted by **CSUCC**. "Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

5.03 The **Supply and Delivery of ICT Equipment, Peripherals and Software** for and defined in this Contract may be deemed usable when it starts to provide the desired benefits as certified by the Representative of Caraga State University.

5.04 It is understood that the damages herein provided are fixed and liquidated damages are agreed. To be entitled to such damages, **CSUCC** does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the **SUPPLIER** under the contract and/or collect such liquidated damages from the retention money or other securities posted by the **SUPPLIER**, whichever is convenient to **CSUCC**.

5.05 In case that the delay in the supply and delivery of ICT Equipment and Appurtenances for and defined in this Contract exceed a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the **SUPPLIER**, **CSUCC** may rescind the contract, forfeit the **SUPPLIER**'s performance security and take over the prosecution of the project or award the same to a qualified contractor through negotiated contract.

5.06 In no case, however, shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the contract shall automatically be rescinded by **CSU** or award the same to a qualified contractor through negotiation and the erring **SUPPLIER**'s performance security shall be forfeited. The amount of the forfeited performance security shall be aside from the amount of the liquidated damages that the **SUPPLIER** shall pay **CSUCC** under Section 5.02 hereof and impose other appropriate sanctions.

## ARTICLE VI

### EXTENSION OF CONTRACT TIME

6.01 Should there be a possible delay or other special circumstances of any kind whatsoever occur such as to fairly entitle the **SUPPLIER** to an extension of contract time, **CSUCC** shall determine the length of such extension; provided that **CSUCC** is not bound to take into account any claim for an extension of time unless the contractor has prior to the expiration of the contract time and within seventy five (75) calendar days after the **supply and delivery of ICT Equipment ,Peripherals and Software** has commenced or after the circumstances leading to such claim have arisen, delivered to **CSUCC** notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the **SUPPLIER** of any claim. Upon receipt of full and detailed particulars, **CSUCC** shall examine the facts and

  
**NEIL FRANCIS POGOT**  
Sales Representative

  
**DAVID L. BARCELO**  
Branch Manager

  
**MARILYN B. CASTILLO, ED.D.**  
Chancellor

  
**ANTHONY M. PENASO, PH.D.**  
University President

extent of the delay and shall extend the contract time for completing the contract work when, in CSUCC's opinion, the findings of facts justify an extension.

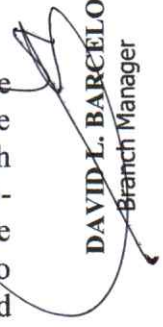
- 6.02 No extension of contract time shall be granted to the **SUPPLIER** due to (a) ordinary unfavorable weather conditions; and (b) inexcusable failure or negligence of **SUPPLIER** to **supply and delivery of ICT Equipment, Peripherals and Software** and defined in this Contract.
- 6.03 No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the preparation of the contract documents as agreed upon by the parties before contract perfection.

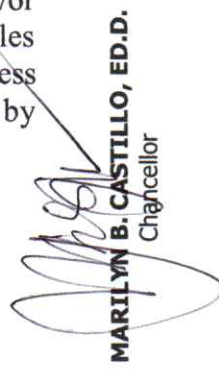
  
**NEIL FRANCIS POCOT**  
Sales Representative

ARTICLE VII

**SUPPLIER'S LIABILITY**

- 7.01 The Parties, likewise, hereby agree that the employees of the **SUPPLIER** are not employees of the **CSUCC**; hence, the **CSUCC** shall not in any way be liable or responsible for any personal injury or damages, including death sustained or caused by any of the employees of the **SUPPLIER** and/or his sub-contractor or agent or supplier whether or not occurring during the performance of their duties. The **SUPPLIER** agrees and binds itself to indemnify the **CSUCC** for whatever injuries or damages caused or occasioned or contributed to by the failure, negligence or conduct of the **SUPPLIER** and/or its employees, sub-contractors, agent and supplier or consultants arising out of or in connection with or on the occasion of the performance of this Contract. The **SUPPLIER** shall, at all times, stand solely liable and/or responsible for the enforcement of, and compliance with all existing laws, rules and regulations and binds itself to save and hold the **CSUCC** free and harmless from any and all liability in respect thereof and/or arising therefrom and/or by reason of this Contract and its implementation.

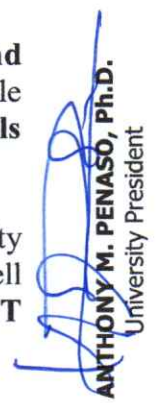
  
**DAVID L. BARCELO**  
Branch Manager

  
**MARILYN B. CASTILLO, ED.D.**  
Chancellor

ARTICLE VIII

**RESPONSIBILITY OF THE SUPPLIER**

- 8.01 The **SUPPLIER** shall assume full responsibility for all the **supply and delivery** until its final acceptance by the **CSUCC** and shall be held responsible for any damage or destruction of **delivery for ICT Equipment, Peripherals and Software** until such final acceptance.
- 8.02 The **SUPPLIER** shall be fully responsible for the safety, protection, security and convenience of its personnel, third parties and the public at large, as well as the works and the like to be affected by the **supply and delivery of ICT Equipment, Peripherals and Software**.
- 8.03 Any actionable act or acts of the **SUPPLIER'S** employees arising out of or in the course of this Contract shall be understood and binding as an act of **SUPPLIER** and vice-versa.

  
**ANTHONY M. PENASO, Ph.D.**  
University President

ARTICLE IX

INSPECTION

- 9.01 Inspection of the **supply and delivery of ICT Equipment, Peripherals and Software** shall be made by CSUCC upon delivery to the Caraga State University Cabadbaran Campus to ascertain that the supplied, **Supply and Delivery of ICT Equipment, Peripherals and Software** comply in all respects, with the standards and requirements set forth in the Contract Documents. Notwithstanding such inspection, the **SUPPLIER** shall be held responsible for the acceptability of the **Supply and Delivery of ICT Equipment, Peripherals and Software**. The **SUPPLIER** shall promptly cause to replace all or any **Supply and Delivery of ICT Equipment, Peripherals and Software** determined by CSUCC as failing to meet the requirements, at the **SUPPLIER's** own expense or cost.

NEIL FRANCIS POCOT  
Sales Representative

ARTICLE X

NON-ASSIGNMENT AND NO SUBCONTRACT

- 10.01 The **SUPPLIER** shall not, without the written approval of the Caraga State University, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contract or any other disposition, shall be sufficient ground for CSUCC to terminate or cancel this Contract **motu proprio** without need of judicial action pursuant to paragraph 19.01 hereof. Should the CSUCC give its written approval, such consent shall not relieve the **SUPPLIER** of its responsibilities under the Contract. The **SUPPLIER** shall ensure that the terms and conditions of any such sub-contract shall comply and conform to the terms and conditions of the Contract. The **SUPPLIER** shall be responsible for the observance by any such sub-contractor of the terms and conditions of the Contract.
- 10.02 If any portion of the project sub-contracted is not prosecuted faithfully in accordance with the Contract, the sub-contractor shall be removed or replaced immediately upon the written request of CSUCC, provided, however, that any failure of CSUCC to make such a request shall not relieve the **SUPPLIER** of its obligations under the contract. CSUCC shall not be responsible for the delays or costs incurred by the **SUPPLIER** because of the disapproval or removal of the sub-contractor or because of the late submission of its or his approval.

DAVID L. BARCELO  
Branch Manager

MARILYN B. CASTILLO, ED.D.  
Chancellor

ARTICLE XI

WARRANTY

- 11.01 All deliveries of good(s) by the **SUPPLIER** shall be subject to inspection and acceptance by Caraga State University Cabadbaran Campus. The **SUPPLIER** shall assume full responsibility for the **Supply and delivery of ICT Equipment, Peripherals and Software** for and defined in this Contract from the time of supply up to final acceptance by CSUCC and shall be held responsible for any damage or destruction of the **Delivery**, except those occasioned by force majeure. The **SUPPLIER** shall be responsible for the

ANTHONY M. PENASO, Ph.D.  
University President

safety, protection, security, and convenience of the personnel, third parties, and the public at large.

- 11.02 Rejected deliveries of good(s) from the **SUPPLIER** shall be construed as non-delivery of good(s) and shall be subject to the terms and conditions of Article II, Par 2.03 hereof, without prejudice to the imposition of other sanctions as prescribed under RA 9184 and its' IRR.
- 11.03 The **SUPPLIER** shall guarantee his good(s) delivered free from defects. The defect liability period for the project covered by this Contract shall be in accordance with the warranty provided in the herein Terms of Reference reckoned from the final acceptance of the delivered good(s) as certified by Caraga State University.
- 11.04 After final acceptance of the project by **CSUCC**, the **SUPPLIER** shall be held responsible for manufacturing or existing defects within the warranty period as provided in the Terms of Reference for this Procurement from the date of final acceptance thereof by **CSUCC**. For this purpose, the **SUPPLIER** shall put warranty security in the form of retention money or special bank guarantee confirmed by a universal or commercial bank acceptable to **CSUCC** in accordance with the following schedule:

- a. Retention Money - Five percent (5%) of the total contract price
- b. Special Bank guarantee - Five percent (5%) of the total contract price

The warranty security shall be stated in Philippine Pesos, shall remain effective during the One (1) year warranty period from the final acceptance and shall be returned only after the lapse of the said warranty period.

## ARTICLE XII

### TAXES, LICENSES, PERMITS AND FEES

- 12.01 The **SUPPLIER's** tax, licenses, permits, fees and all other taxes, fees or charges of whatever form, kind or nature or which may be due the national and/or local government units and/or its instrumentalities/agencies on account with regard the **Supply and Delivery of ICT Equipment, Peripherals and Software** stipulated herein, fees for the testing and samples and fees for the testing and inspection by all agencies having jurisdiction and all necessary and incidental expenses relative thereto including preparation of documents and notarial fees shall be paid for and obtained by the **SUPPLIER** on its own account. Should **CSUCC** be compelled to advance the same, **CSUCC** is hereby authorized to deduct the amount advanced from whatever amount due the **SUPPLIER** from **CSUCC**.
- 12.02 The **SUPPLIER** shall pay taxes in full and on time and that failure to do so shall entitle **CSUCC** to suspend payment to the **SUPPLIER**. Further, the **SUPPLIER** shall during the term of this Contract regularly present to **CSUCC** a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

NEIL FRANCIS POCOT  
Sales Representative

DAVID L. BARCELO  
Branch Manager

MARILYN B. CASTILLO, ED.D.  
Chancellor

ANTHONY M. PENASO, Ph.D.  
University President

- 12.03 All transactions are subject to withholding of creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93.

### ARTICLE XIII

#### AGREEMENT MODIFICATION

- 13.01 No modification, alteration or waiver of any provision herein contained shall be binding on the Parties hereto unless evidenced by a written amendment signed by the parties hereof.
- 13.02 A variation order (change order/extra work order) may be issued by CSUCC under the conditions set forth in the applicable provisions of Republic Act No.9184 and its Implementing Rules and Regulations.

  
NEIL FRANCIS POCOT  
Sales Representative

### ARTICLE IX

#### INDIVISIBILITY OF OBLIGATION

- 14.01 It is the intent of the Contract that all the documents, annexes and addenda forming part hereof, shall be read together and that each and every provision or stipulation hereof be given full force, effect and applicability. However, in the event that one or more provisions or stipulations herein be declared null and void by the courts, or otherwise rendered ineffective, the remaining provisions and stipulations shall not be affected thereby.

  
DAVID L. BARCELO  
Branch Manager

### ARTICLE XV

#### REMEDY AND RELIEF

- 15.01 Should there be any dispute or controversy in connection with this Contract or difference between the Parties arising from the interpretation of this Contract, the Parties hereto shall, as far as practicable, settle the same amicably. In the event that such dispute or disagreement be not resolved to their mutual satisfaction, the matter shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". Provided, however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be submitted thereto. Provided, further, that, by mutual agreement, the parties hereto may agree in writing to resort to other alternative modes of dispute resolution. Provided, finally, that the arbitration proceeding shall be without prejudice to the right of CSU to rescind or terminate this contract in accordance with Article XIX, Section 19.01 hereof.
- 15.02 Should the CSUCC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER shall be liable to the CSUCC for attorney's fees in an amount equivalent to Twenty Percent (20%) of the total sum claimed in the complaint, exclusive of other damages and the expenses of litigation. Venue of such court action shall be laid exclusively in the proper court of the City of Butuan, Agusan del Norte, Philippines.

  
MARILYN B. CASTILLO, ED.D.  
Chaircellor

  
ANTHONY M. PENASO, Ph.D.  
University President

- 15.03 It is clearly understood that in case a dispute or disagreement arises between the **CSUCC** and the **SUPPLIER** regarding the manner by which the latter supplied **delivery of ICT Equipment, Peripherals and Software** for and defined in this contract, the **SUPPLIER** shall follow the instruction of the **CSUCC** relative thereto, otherwise, it shall have no right to ask for arbitration or go to court for relief.

## ARTICLE XVI

### OTHER COVENANTS

- 16.01 It is expressly agreed and understood that in case of irreconcilable conflict between the provisions of this Contract and the provisions of any of the contract documents, the former shall be controlling.
- 16.02 It should also be clearly understood that any payment or failure of the **CSUCC** to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of the **CSUCC** shall not be construed or considered as a waiver on the part of the **CSUCC** for the enforcement of this Contract, nor shall it relieve the **SUPPLIER** of any of its obligations provided thereunder.
- 16.03 Under no circumstances shall the **CSUCC** be held liable for the payment of any extra work, or extra cost of work, change of work, or change order undertaken without the prior written approval of the **CSUCC** to perform said work.
- 16.04 Notwithstanding any provision to the contrary, **CSUCC** has the right to terminate, cancel and/or rescind this Contract **motu proprio**, in case of breach thereof by the **SUPPLIER**, without need of judicial action by giving at least TEN (10) Days written Notice to that effect to the **SUPPLIER**, which Notice shall be final and binding on all the parties. In such event, the **CSUCC** may take over and continue the project and the contracts and agreements entered into by the **SUPPLIER** with third parties, which the **CSUCC** in its discretion, may want to assume are hereby conclusively deemed assigned to the **CSUCC**. For this purpose, the **SUPPLIER** hereby agrees and obligates itself to incorporate or cause to be incorporated in any contract or agreement with third parties, as same is connected with or related to the performance of any or all of the **SUPPLIER**'s obligations and undertakings hereunder, a stipulation providing for its assignability to and assumption by the **CSUCC**, at the option of the **CSUCC**. It is further agreed and understood that upon receipt of the Notice mentioned above, the **SUPPLIER** cannot remove, withdraw or pull-out any of the equipment, machineries, tools, materials, and/or supplies brought to the project site without the written approval of the **CSUCC**.

Within sixty (60) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation or rescission, including the refund of any and all advances made plus legal interest from date of receipt of the amount or amounts advanced.

- 16.05 The **SUPPLIER** shall provide and do everything necessary to perform its obligations under this Contract according to the true intent and meaning of all

NEIL FRANCIS POCOT  
Sales Representative

DAVID L. BARCELO  
Branch Manager

MARILYN B. CASTILLO, ED.D.  
Chancellor

ANTHONY M. PENASO, Ph.D.  
University President



the Contract Documents taken together, whether the same may or may not be shown or described particularly in the herein Terms of Reference. Should the **SUPPLIER** find discrepancy in the herein Terms of Reference, it shall immediately refer the same to the **CSUCC**, whose decision shall be followed.

- 16.06 The **SUPPLIER** agrees and binds itself to hold and save **CSUCC** free and harmless from any damage, claims and rights of action by third parties arising out of or by reason of this Contract and all injuries that may be suffered by **CSU** due to the failure, negligence, delay or conduct on the part of the **SUPPLIER** and/or its employees in the performance of their obligations under this Contract.
- 16.07 No payment of the contract shall be made to the **SUPPLIER** without the Certificate of Acceptance from the Caraga State University Cabadbaran Campus.
- 16.08 Notwithstanding any extra work, change of work or orders made, if any, by the **CSUCC**, it is agreed that the same shall be completed within the period herein fixed and provided.
- 16.09 The **SUPPLIER** shall hold the **CSUCC** free and harmless from whatever suit and hereby binds and obligates itself to indemnify the **CSUCC** for any and all liabilities, losses, damages, judgment, awards, fines, penalties and all expenses, legal or otherwise, of whatever kind and nature, arising from and by reason of this Contract, due to the fault, negligence, act, omission, delay, conduct, breach of trust, or non-observance or violation of this Contract or any stipulation and warranty by the **SUPPLIER** and/or any of its employees, agents, representatives or sub-contractors.

  
**NEIL FRANCIS POCOT**  
Sales Representative

  
**DAVID L. BARCELO**  
Branch Manager

## ARTICLE XVII

### SPECIAL REPRESENTATION

- 17.01 The **SUPPLIER** hereby represents that all documents it submitted which form integral parts hereof are authentic and duly executed with all the required formalities for the same, and that the facts and/or data contained therein are true and correct. A breach of this representation including all misrepresentation in the documents or suppression of materials facts therein, which if known, could have disqualified the **SUPPLIER** such that this Contract would not have been made and entered into, gives the **CSUCC** the immediate right or recourse to **motu proprio** rescind, abrogate or otherwise terminate the Contract without need of judicial action, in accordance with Section 19.01 hereof.

  
**MARILYN B. CASTILLO, ED.D.**  
Chancellor

## ARTICLE XVIII

### BUDGETARY REQUIREMENT

- 18.01 The parties hereto hereby adopt and incorporate herein by reference, Letter of Instruction No. 767 dated 16 November 1978, issued by the Office of the President, as implemented by the Letter Circular, dated 7 December 1978, of the Department of Budget and Management.

  
**ANTHONY M. PENASO, Ph.D.**  
University President

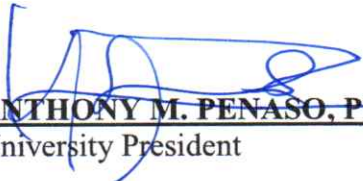
**ARTICLE XIX  
EFFECTIVITY**

19.01 This Contract shall become effective after the same shall have been signed by the Parties hereof.

**IN WITNESS WHEREOF**, the Parties have hereunto signed this Contract on \_\_\_\_ day of \_\_\_\_\_ 2021 in Butuan City, Agusan del Norte, Philippines.

**CARAGA STATE UNIVERSITY**

By:

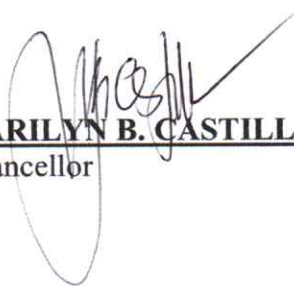
  
ANTHONY M. PENASO, Ph. D.  
University President

**SUPPLIER**

By:

  
DAVID L. BARCELO  
Branch Manager

W I T N E S S E S :

  
MARILYN B. CASTILLO, Ed.D.  
Chancellor

  
NEIL FRANCIS POCOT  
Sales Representative

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF BUTUAN .....)SS.  
X-----.)

Before Me, a Notary Public for and in Butuan City, this \_\_\_\_\_  
day of \_\_\_\_\_ 2021 personally appeared:

Competent Evidence of Identity (CEI)

ANTHONY M. PENASO

Passport No. P1227240B  
3/27/2019, DFA Butuan

DAVID L. BARCELO

, who \_\_\_\_\_ is/are personally known to me  
\_\_\_\_\_ exhibited (a) competent evidence/s of identity/ies as stated  
above

and known to me to be the same person/s who executed the foregoing  
instruments which consist of nineteen (19) pages including the pages on which  
the acknowledgments are written, and signed at the left/right margin of each  
and every page by the parties executing this instrument and their witnesses,  
and sealed with my notarial seal and she/he/they acknowledged to me that  
his/her/their signature on the instrument was/were freely and voluntarily affixed  
by him/her/them for purposes stated therein.

He/She/They further declared that he/she/they has/have the authority to  
sign in behalf of the principal that he/she/they represent(s).

WITNESS MY HAND AND SEAL on the date and on the place first  
above mentioned.

DOC. NO. \_\_\_\_\_  
PAGE NO. \_\_\_\_\_  
BOOK NO. \_\_\_\_\_  
SERIES OF \_\_\_\_\_

*(Signature)*  
ATTY. MARIE LON NUEVA-ROSA  
NOTARY PUBLIC  
COMMISSION EXPIRES DEC 31, 2021  
RC NO. 52174/MAY 11, 2006  
IBP NO. 1068286/1-7-2021  
PTR NO. 2025931/1-13-2021